BRUHAT BENGALURU MAHANAGARA PALIKE

No.EE/ELE/SOUTH/TEND/03/2024-25

Office of the Executive Engineer (Ele),
South Zone, Jaynagar 2nd Block,
Bruhat Bengaluru Mahanagara Palike.
Dated: 15-11-2024

ADDENDUM- 2

Ref: 1. Tender notification No: **EE/ELE/SOUTH/TEND/03/2024-25, Dt: 23/09/2024.**

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1. With reference to this office tender notification cited above, the following modifications/alterations in some clauses of Draft concessionaire agreement (DCA). Hence, the below mentioned clauses of DCA shall be read as in the modified clauses. All other conditions remain unchanged.

Sl. No.	Existing Clause	Modified Clause
	DCA	
01	**DCA Clause 5 (b)** At the end of the replacement the aggregate of each type, wattage etc. would be worked out by the Independent Chartered Engineer for restatement based on the actual numbers. Once this is established, and jointly agreed upon by both the parties (i.e. The Concessionaire and Independent Chartered Engineer), the "baseline consumption" remains firm throughout the project period This would be the basis for arriving at the guaranteed savings month on month.	**DCA Clause 5 (b)** Baseline has been established as per standard practice of seasonal operating hours of street lights and guidelines under National Lighting Code i.e. 10 hours for 181 days and 11 hours for 184 days. And as stated in the existing clause restatement shall be done post replacement of all lights as specified in the tender in presence of BBMP and 3rd Party Auditor/ICEA. This clause shall be modified as follows "At the end of the replacement the aggregate of each type, wattage etc. would be worked out by the Independent Chartered Engineer for restatement based on the actual numbers. Once this is established, and jointly agreed upon by both the parties (i.e. The Concessionaire and Independent Chartered Engineer), the **"baseline consumption/wattage"** remains firm throughout the project period This would be the basis for arriving at the guaranteed savings month on month". Further addition of lights during O&M Phase of 7 years shall be considered under future expansion as per the clause specified under the

		tender and monthly presumptive energy consumption of such lights shall be calculated by following established methodology followed in Directorate of Municipal Administration for similar projects.
02	**3.1. Scope of Work** **B. Replacement and Installation – Implementation:** vi. Apart from the 68,374 conventional lights and 6,146 switch points as specified above (Including empty pole lights), there already exists 65,814 LED lights with the Authority. If there is a drop in the required Lux Levels the Concessionaire must replace existing LED street lights, subjected to maintaining the required Lux levels for a particular road category during the project term, and connect with the centralized control & monitoring system. It is the responsibility of the Concessionaire to replace the existing conventional street lights to LED and connect with the centralized control & monitoring system to control and monitor these 65,814 LED streetlights (along with 68,374 conventional streetlights). The responsibility of operation and maintenance of these 65,814 LED street lights also lies with Concessionaire and key performance indicators shall be applicable.	**3.1. Scope of Work** **B. Replacement and Installation – Implementation:** vi. Apart from the 68,374 conventional lights and 6,146 switch points as specified above (Including empty pole lights), there already exists 65,814 LED lights with the Authority. If there is a drop in the required Lux Levels the Concessionaire can replace existing LED street lights, subjected to maintaining the required Lux levels for a particular road category during the project term, and connect with the centralized control & monitoring system. It is the responsibility of the Concessionaire to replace the existing conventional street lights to LED and connect with the centralized control & monitoring system to control and monitor these 65,814 LED streetlights (along with 68,374 conventional streetlights). The responsibility of operation and maintenance of these 65,814 LED street lights also lies with Concessionaire and key performance indicators shall be applicable.
03	**DCA Schedule 3** **2) Technical specification of LED streetlight, flood lights fixtures:** LED System Efficency-130 Lumens/Watt	**DCA Schedule 3** **2) Technical specification of LED streetlight, flood lights fixtures:** In column 12, Luminaire Efficiency the following shall be inserted. "Tolerance: The total minimum lumen output may vary between +/- 5%".

The following new clause shall be inserted in DCA Clause 18.1 (A): Concessionaire Event of Default:

01	**The following clause shall be inserted in Clause 18.1.A. Penalty towards Failure to attain uptime and rectification of defective/non-glowing/partially glowing/flickering streetlights:** **K.** Maximum penalty shall be limited to 10% of the total EMI payable to the concessionaire. If the concessionaire gets the maximum penalty of 10% of total EMI consecutively for three months, then it shall be treated as Concessionaire's event of default. Also, the penalty shall not be levied on the Concessionaire if the non-burning of the lights is not due to Concessionaire but due to third party like utility or civil work, etc.

Executive Engineer (Ele),
South Zone,
Bruhat Bengaluru Mahanagara Palike.

Copies to:

1. Chief Commissioner, BBMP for kind information.
2. Special Commissioner (Project), BBMP for kind information.
3. Engineer-In-Chief, BBMP for kind information.
4. Zonal Commissioner (South Zone) for kind information.
5. Joint Commissioner (South Zone) for kind information.
6. CE (South Zone) for kind information.
7. Superintending Engineer (Ele) for kind information.
8. Office copy.